

**A SHARED SERVICES AGREEMENT BY AND BETWEEN
THE BOROUGH OF MERCHANTVILLE AND THE
BOROUGH OF BROOKLAWN RELATIVE TO THE
SERVICES OF A FIRE SUB-CODE OFFICIAL BY AND
FOR THE BOROUGH OF MERCHANTVILLE**

THIS DOCUMENT constitutes an Shared Services Agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., entered into by and between the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 West Maple Avenue, Merchantville, New Jersey 08109 (Merchantville), and the Borough of Brooklawn, a body politic and corporate of the State of New Jersey with offices located at 301 Christiana Street, Brooklawn, New Jersey 08030 (Brooklawn). The date of the execution of this Agreement is the ____ day of January, 2013.

W I T N E S S E T H

WHEREAS, the Borough of Merchantville (hereinafter “Merchantville”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Borough of Brooklawn (hereinafter “Brooklawn”) is a municipal entity organized under the laws of the State of New Jersey and located in Camden County; and

WHEREAS, the Borough of Brooklawn has in its employ a certain individual known as William Cattell who has been appointed by Brooklawn as the Fire Sub-Code Official for the Borough of Brooklawn; and

WHEREAS, William Cattell (hereinafter “Cattell”) is a licensed Fire Sub-Code Official in the State of New Jersey pursuant to N.J.S.A. 52:27D-119 (“Fire Sub-Code”) and the regulations promulgated thereunder (“Regulations”) ; and

WHEREAS, Brooklawn has agreed to permit Cattell to act as the Fire Sub-Code Official in the Boroughs of Merchantville and Woodlynne in addition to the duties assigned by Brooklawn to Cattell as an employee of Brooklawn; and

WHEREAS, Merchantville has agreed to pay Brooklawn the sum of Two Thousand, Two Hundred, Twenty-nine Dollars (\$2,229.00) for twelve (12) months commencing February 1, 2013, to be paid in accordance with the payment schedule set forth below; and

WHEREAS, Merchantville and Brooklawn intend by virtue of this document to set forth the terms and conditions of this Agreement; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Interlocal Services Agreement pursuant to Resolutions of their respective Councils, attached hereto and made a part of this Agreement; and

NOW, THEREFORE, AND IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This Agreement shall be for a period of twelve (12) months commencing on February 1, 2013, shall be cancelable at the end of any calendar year upon sixty (60) days written notice by any party to this Agreement.

2. FIRE SUB-CODE OFFICIAL

Cattell shall perform all of the duties of the Fire Sub-Code Official in the Boroughs of Merchantville and Brooklawn, who shall provide to Cattell a suitable office and equipment necessary to perform said task. Cattell shall advise Merchantville and Brooklawn, respectively, of the days and hours that he will serve in Merchantville and Brooklawn, respectively, in order to complete all duties required of a Fire Sub-Code Official during the term of this engagement.

3. ALLOCATION OF PAYMENTS

Merchantville shall pay to Brooklawn the sum of Two Thousand, Two Hundred, Twenty-nine Dollars (\$2,229.00) in equal payments of Five Hundred, Fifty-seven Dollars and Twenty-five Cents (\$557.25), due on March 15, June 15, September 15 and December 15 of 2013. Payments are to be made within fifteen (15) days of receipt of a voucher from Brooklawn. This figure is inclusive of salary and costs which are related to this employment.

It is acknowledged by Brooklawn and Merchantville that it is the intention of the parties that Brooklawn shall not incur any additional costs either by way of salary, fringe benefits or any other costs associated with the implementation with this Agreement. Accordingly, the parties agree that on or before February 28, 2014, the respective Borough Clerks and/or Treasurers together with the respective Municipal Accountants, shall review the expenditures made by Brooklawn and the payments made by Merchantville to determine whether or not the payments made reimburse Brooklawn for all costs and expenses. In the event that the expenses incurred by Brooklawn do not equal the payments made by Merchantville, than an appropriate adjustment will be made by the respective Borough.

4. EMPLOYMENT STATUS

It is acknowledged by Merchantville, Brooklawn and Cattell that Cattell shall not be an employee of Merchantville, but in fact shall be an employee of Brooklawn and any payments made hereunder by Merchantville to Brooklawn shall be deemed in the nature of third party payments by these municipalities on a "vendor" basis.

Cattell acknowledges that in the event of a termination of this Agreement by any or all of the parties, he will not be paid any sum in excess of the salary committed by Brooklawn for the

Fire Sub-Code Official's salary. Cattell further waives and relinquishes any right that he may have against Brooklawn for additional compensation pursuant to any statute or regulation other than the compensation as set forth above.

Merchantville and Brooklawn herein acknowledge that this Agreement shall be null and void in the event of either a voluntary or involuntary termination of Cattell during the term of this Agreement. The parties, at their option, shall either replace Cattell immediately with a licensed Fire Sub-Code Official in the State of New Jersey acceptable to all parties or any or all of the parties may seek any other means of replacement consistent with the laws of the State of New Jersey.

5. AUDIT

Pursuant to the Single Audit Act of 1984, Brooklawn agrees to permit Merchantville and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

6. INDEMNIFICATION

Merchantville shall indemnify, hold harmless and defend Brooklawn, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

Brooklawn shall indemnify, hold harmless and defend Merchantville, its elected officials, employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the performance of the services under this Agreement.

7. NOTICES

All notices hereunder shall be in writing and sent certified mail, return receipt requested for the Borough of Brooklawn to the Borough Clerk, Borough of Brooklawn, 301 Christiana Street, Brooklawn, New Jersey 08030; and for the Borough of Merchantville to the Borough Clerk, Borough of Merchantville, 1 West Maple Avenue, Merchantville, New Jersey 08109.

8. MISCELLANEOUS

The following provisions shall apply to this Agreement:

A. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

B. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

D. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

E. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein.

F. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without Brooklawn's prior written permission.

G. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

H. Funding

In accordance with the provisions of N.J.S.A. 40A:11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

I. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned in the face of this Agreement.

THE BOROUGH OF BROOKLAWN

BY: _____
THERESA M. BRANELLA, Mayor

ATTEST:

RYAN GILES, BOROUGH CLERK

THE BOROUGH OF MERCHANTVILLE

BY: _____
FRANK M. NORTH, Mayor

ATTEST:

DENISE BROUSE, BOROUGH CLERK

WILLIAM CATTELL
FIRE SUB-CODE OFFICIAL

BY: _____
WILLIAM CATTELL

DATED: _____